

विधि व न्याय विभागाच्या अधिपत्याखालील क्षेत्रिय कार्यालयांच्या आस्थापनेवरील, भूतपुर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी स्पर्धा परीक्षा प्रक्रियेसाठी कंपनी निश्चित करणेबाबत.

महाराष्ट्र शासन

विधि व न्याय विभाग

शासन निर्णय क्र. इएसटी २०२३/प्र.क्र.५१/कार्यासन २

मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई ४०० ०३२.

दिनांक : ३१ मे, २०२३.

- वाचा :-** १. सामान्य प्रशासन विभाग, शासन निर्णय क्र.प्रानिमं १२२२/प्र.क्र.५४/१३अ, दि. ०४.०५.२०२२.
२. वित्त विभाग, शासन निर्णय क्र. पदनि २०२२/प्र.क्र.२/२०२२/आ.पु.क., दि.३१.१०.२०२२.
३. सामान्य प्रशासन विभाग, शासन निर्णय क्र.प्रानिमं १२२२/प्र.क्र.१३६/१३अ, दि. २१.११.२०२२.
४. सामान्य प्रशासन विभाग, शासन निर्णय क्र.प्रानिमं १२२३/प्र.क्र.१४/१३अ, दि. १४.०२.२०२३.

प्रस्तावना:-

भूतपुर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी सामान्य प्रशासन विभागाच्या संदर्भ क्र. १ येथील दि. ०४.०५.२०२२ व संदर्भ क्र. ३ येथील दि. २१.११.२०२२ अन्वये एकत्रित मार्गदर्शक सूचना निर्गमित करण्यात आल्या आहेत. सामान्य प्रशासन विभागाच्या संदर्भ क्र. १ येथील दि. ०४.०५.२०२२ रोजीच्या शासन निर्णयान्वये या पदभरतीसाठी स्थापन करावयाच्या जिल्हा निवड समिती / प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीची रचनाही निर्धारित करण्यात आली आहे. सदर सूचनानुसार प्रशासकिय विभागांच्या अधिपत्याखालील क्षेत्रिय कार्यालयनिहाय समित्यांची स्थापना करावयाची आहे.

२. सामान्य प्रशासन विभागाच्या संदर्भ क्र. ३ येथील दि. २१.११.२०२२ रोजीच्या शासन निर्णयान्वये भूतपुर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) व आय.बी.पी.एस. (इस्टीट्यूट ऑफ बँकिंग पर्सोनेल सिलेक्शन) या कंपन्यांमार्फत ऑनलाईन पद्धतीने (Computer Programme Based test/Examination) स्पर्धा परीक्षा प्रक्रिया राबविण्यास मान्यता देण्यात आली आहे. त्यानुसार भूतपुर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) या कंपनीची निवड करण्याची बाब शासनाच्या विचारधीन होती.

शासन निर्णय :-

विधि व न्याय विभागाच्या अधिपत्याखालील क्षेत्रिय कार्यालयांतील भूतपुर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी ऑनलाईन पद्धतीने (Computer Programme Based

test/Examination) स्पर्धा परीक्षा प्रक्रिया राबविण्यास टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) या कंपनीची निवड करण्यास शासन मान्यता देण्यात येत आहे.

२. भूतपूर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी सामान्य प्रशासन विभागाच्या संदर्भ क्र. १ येथील दि. ०४.०५.२०२२ रोजीच्या शासन निर्णयान्वये देण्यात आलेल्या मार्गदर्शक सूचनांनुसार, विधि व न्याय विभागाच्या अधिपत्याखालील क्षेत्रिय कार्यालयांनी आवश्यकतेनुसार जिल्हा निवड समिती / प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीची स्थापना करावी. सामान्य प्रशासन विभागाच्या संदर्भ क्र. १ येथील दि. ०४.०५.२०२२ व संदर्भ क्र. ३ येथील दि. २१.११.२०२२ येथील शासन निर्णयान्वये देण्यात आलेल्या मार्गदर्शक सूचनांनुसार, तसेच यासंदर्भात वेळोवेळी देण्यात येणाऱ्या सूचनांनुसार, वित्त विभागाच्या संदर्भ क्र. २ येथील दि. ३१.१०.२०२२ रोजीच्या शासन निर्णयान्वये विहित केलेल्या पदभरतीच्या टक्केवारीचे अनुपालन करून क्षेत्रिय कार्यालयांनी गठीत केलेल्या समितीने विहित कार्यपद्धतीनुसार भरती प्रक्रिया राबविण्याची दक्षता घ्यावी.

३. विहित कार्यपद्धतीनुसार भरती प्रक्रिया राबविताना खालील सूचनांचे पालन करण्याची दक्षता घेण्यात यावी :-

१) भूतपूर्व दुय्यम निवडमंडळाच्या कक्षेतील (महाराष्ट्र लोकसेवा आयोगाच्या कक्षेबाहेरील) नामनिर्देशनाच्या कोट्यातील “गट ब (अराजपत्रित)”, “गट क” व “गट ड” या संवर्गातील पदे सरळसेवेने भरण्यासाठी ऑनलाईन पद्धतीने (Computer Programme Based test/Examination) स्पर्धा परीक्षा प्रक्रिया राबविण्यासाठी क्षेत्रिय कार्यालयाने टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) या कंपनी बरोबर सामंज्यस करार करावा. टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) कंपनीशी करावयाच्या कराराचा प्रारूप मसुदा **परिशिष्ट-अ** प्रमाणे राहील. तसेच टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) कंपनीचा संपर्क तपशिल **परिशिष्ट- ब** प्रमाणे आहे.

२) सामंज्यस्य करारामध्ये सामान्य प्रशासन विभागाच्या संदर्भ क्र. ३ येथील दि. २१.११.२०२२ रोजीच्या शासन निर्णयातील परिच्छेद ३ येथील सर्व बाबींचा समावेश करण्याची दक्षता संबंधित कार्यालयाने घ्यावी.

३) कंपनीचे प्रति उमेदवार परीक्षा दर सामान्य प्रशासन विभागाच्या संदर्भ क्र ३ येथील दि. २१.११.२०२२ रोजीच्या शासन निर्णयासोबत जोडण्यात आलेल्या परिशिष्ट अ नुसार व दि. १४.०२.२०२३ रोजीच्या शासन निर्णयातील तरतूदीनुसार राहतील.

४) सामान्य प्रशासन विभागाच्या संदर्भ क्र. १ येथील दि. ०४.०५.२०२२ व दि.२१.११.२०२२ रोजीच्या शासन निर्णयात नमूद एकत्रित मार्गदर्शक सूचनांनुसार भरती प्रक्रिया राबविण्याची जबाबदारी संबंधित क्षेत्रिय कार्यालयाच्या जिल्हा निवड समिती /प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीची राहील.

५) सामान्य प्रशासन विभागाच्या दि. ०४.०५.२०२२ मधील अ.क्र.१२ मधील तरतूदीनुसार पदभरती प्रक्रियेची अंमलबजावणी व संनियंत्रण खालील प्रमाणे राहील:-

- अ. जिल्हास्तरीय/प्रादेशिक/राज्यस्तरीय सरळसेवेची पदे भरताना शासनाच्या उपरोक्त निर्देशांची अंमलबजावणी व संनियंत्रण करण्याची जबाबदारी संबंधित मंत्रालयीन प्रशासकीय विभागाच्या अपर मुख्य सचिव / प्रधान सचिव / सचिव यांची राहिल.
- ब. परीक्षासंदर्भात काही आक्षेप / वाद / न्यायालयीन प्रकरण / विधानमंडळ कामकाजाविषयक बाबी उद्भवल्यास, त्याची संपूर्ण जबाबदारी संबंधित मंत्रालयीन प्रशासकीय विभागाच्या अपर मुख्य सचिव / प्रधान सचिव / सचिव यांची राहिल.
- क. पदभरती कालावधी परीक्षांबाबतच्या तक्रारींचे निराकरण करण्यासाठी तक्रार निवारण कक्ष स्थापन करण्यात यावा.

- ६) सदर ऑनलाईन भरती प्रक्रिया राबविण्यासाठी निवड झालेल्या कंपनीसोबत सामज्यंस करारावर व अन्य पत्रव्यवहार/मान्यता स्वाक्षरीत करण्यासाठी संबंधित क्षेत्रिय कार्यालयातील जिल्हा निवड समिती / प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीचे अध्यक्ष यांना प्राधिकृत करण्यात येत आहे.
- ७) सामंजस्य करारातील अटी / शर्ती सामान्य प्रशासन विभागाच्या संदर्भ क्र.३ येथील दि. २१.११.२०२२ रोजीच्या शासन निर्णयाशी सुसंगत असतील याची दक्षता घेण्यात यावी.
- ८) उमेदवारांकडून प्राप्त होणारे परीक्षा शुल्क जमा करण्यासाठी वित्त विभागाच्या मार्गदर्शक सूचनांनुसार बँकेची निवड करून एक स्वतंत्र बँक खाते उघडण्यासाठी संबंधित जिल्हा निवड समिती / प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीचे अध्यक्ष यांना प्राधिकृत करण्यात येत आहे. उमेदवारांकडून प्राप्त होणाऱ्या परीक्षा शुल्काच्या रकमेतून परीक्षेचा खर्च भागवावा व संपूर्ण भरती प्रक्रियेनंतर काही रक्कम शिल्लक उरल्यास ती शासनाच्या एकत्रित निधीमध्ये जमा करावी. आवश्यकतेनुसार अतिरिक्त प्रशासकीय खर्च भागविण्यासाठी क्षेत्रिय कार्यालयांना अर्थसंकल्पात तरतूद करण्यास परवानगी देण्यात येत आहे.
- ९) सामान्य प्रशासन विभागाच्या संदर्भ क्र. १ येथील दि. ०४.०५.२०२२ रोजीच्या शासन निर्णयात नमूद एकत्रित मार्गदर्शक सूचनांनुसार संपूर्ण भरती प्रक्रिया राबविण्याची जबाबदारी संबंधित कार्यालयाच्या जिल्हा निवड समिती / प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीची राहिल.
४. सदर प्रयोजनार्थ होणारा खर्च सामान्य प्रशासन विभागाच्या संदर्भ क्र.३ येथील दि. २१.११.२०२२ रोजीच्या शासन निर्णयातील परिच्छेद क्र. (२) मधील तरतूदीनुसार करण्यास संबंधित जिल्हा निवड समिती / प्रादेशिक निवड समिती / राज्यस्तरीय निवड समितीच्या अध्यक्षांना प्राधिकृत करण्यात येत आहे.
५. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०२३०५३११९४४६३७१२ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

(वै. शि. डिगे)

अवर सचिव, महाराष्ट्र शासन

प्रति,

१. मा. उप मुख्यमंत्री यांचे सचिव, मंत्रालय, मुंबई.
२. महालेखापाल (लेखा परीक्षा / लेखा व अनुज्ञेयता) १/२, मुंबई / नागपूर.
३. प्रधान सचिव व विधि परामर्शी यांचे वरिष्ठ स्वीय सहायक, विधि व न्याय विभाग, मंत्रालय, मुंबई.

४. प्रधान सचिव व वरिष्ठ विधि सल्लागार यांचे स्वीय सहायक, विधि व न्याय विभाग, मंत्रालय, मुंबई.
५. सचिव (विधि विधान), यांचे स्वीय सहायक, विधि व न्याय विभाग, मंत्रालय, मुंबई.
६. सर्व सह सचिव / उप सचिव / अवर सचिव/कक्ष अधिकारी , विधि व न्याय विभाग, मंत्रालय, मुंबई
यांनी शासन निर्णयातील सूचनांनुसार आवश्यकतेनुसार कार्यवाही करण्याच्या सूचना आपल्या
अधिनस्त क्षेत्रिय कार्यालयांना द्याव्यात.
७. उप सचिव, कार्यासन १३ अ, सामान्य प्रशासन विभाग, मंत्रालय, मुंबई.
८. उप सचिव, आ.पु.क., वित्त विभाग, मंत्रालय, मुंबई.
९. रिजनल सेल्स हेड, टि.सी.एस.ऑलम्पस ए , ९ वा मजला , रोडास एनक्लेव्ह,पार्क लेन , हिरानंदानी
इस्टेट , ठाणे (पश्चिम), ठाणे , महाराष्ट्र ४००६०७.
१०. निवडनस्ती.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities. AND WHEREAS Customer desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions:

All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:

2.1 **Services:** The scope of Services to be provided by TCS to Customer is as described in **Schedule 2**. TCS will host on TCS's **Services Environment** at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in **Schedule 2**, the **TCS Application System**, for provision of such Services. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The **Services** may commence on the Service Commencement Date identified in **Schedule 1**, unless the Parties otherwise agree. If the Parties desire to modify the **Scope of Services** in **Schedule 2** in any manner, the Parties agree that such change, to **Schedule 2** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in **Schedule 5** hereto.

2.2 **Permitted Use of Services:** Customer's use of TCS Applications System shall always be subject to the **Use Terms** stipulated in **Schedule 3**. In case the TCS Application System includes a third party software (identified in **Schedule 2**), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:

Customer shall ensure that the requisite computing environment if any, as set out in **Schedule 2**, is set up and maintained to enable its authorized users to access the **Services Environment**. Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the **Services Environment** as may be prescribed by TCS. Customer shall limit the access to **Services Environment** only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the **Services** offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the **Services** otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data. The Customer shall

notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

4. Processing Norms

Customer and TCS acknowledge and agree that the provision of Services under this Agreement may require TCS to interact with the customers and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided and / or validated and / or accepted by Customer and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to the Customer, with TCS being a data processor for the Customer. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services harmless from any and all claims, actions or proceedings and damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, incurred or suffered by TCS arising out of or resulting from TCS' compliance with Processing Norms. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data.

It is agreed between the parties that the Customer shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and TCS will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. Customer shall indemnify and keep TCS indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees in the event TCS is exposed to any such investigation, enquiry or any similar proceedings.

5. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer Data for R&D and product enhancement purposes. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other Customers, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other Customers.

6. Compensation

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

7. Representations And Warranties

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by TCS free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

8. Limitation of Liability

Notwithstanding anything contained in the Agreement or any other document, neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the Exam Value paid to TCS by the Customer for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the Use Terms in respect of use of TCS Application System; TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

9. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 9. The provisions of this Clause 9 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

10. Term and Termination

10.1 Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

10.3 Effect of termination. In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Miscellaneous Provisions

11.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party without the prior written consent of TCS.

11.2 Subcontract. TCS shall have the right to subcontract any part of the Services under this Agreement.

11.3 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

11.4 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this

Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

11.5 **Force Majeure:** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

11.6 **TATA Code Of Conduct:** The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link <https://www.tata.com/about-us/tata-code-of-conduct>. Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

<p>("Customer")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Tata Consultancy Services Ltd. (TCS)</p> <p>By: _____</p> <p>Name: <u>Venugowamy Ramaswamy</u></p> <p>Title: <u>Global Head- TCS-ION</u></p> <p>Date: _____</p>
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EXHIBIT A
DEFINITIONS

"Agreement" means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

"Authorized Users" means only those individuals working for and on behalf of Customer, or for Customer's Customers, or individual Customers of Customer identified in **Schedule 2**, who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.

"Customer Data" means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.

"Confidential Information" means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, Customers or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and "Receiving Party" shall have the meaning assigned to each of them in Clause 8.

"Contract Term" means the period of contract specified in **Schedule 1**.

"Computing Environment" shall mean Customer's computer, hardware, software and operating environment, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in **Schedule 3**.

"Customer Environment" shall mean Customer's computer, hardware, software and operating environment as identified in **Schedule 2**, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in **Schedule 3**.

"Effective Date" means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

"Equipment" means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in **Schedule 2**, to be supplied or made available by or on behalf of TCS (including by LISP), outside the Hosting Environment, for use by Customer's Authorized Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.

"Exam Value" shall mean the total value of the particular Exam.

"Hosting Environment" means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

"Intellectual Property Rights" means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

"LISP" means local infrastructure services provider, a third party with whom TCS will contract for the provision of local infrastructure services.

"Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data introduced in the Services Environment by or on behalf of Customer would also be Customer Data.

"Services" means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.

"Services Commencement Date" means the date as notified in PO by the Customer on which the Services are agreed to be commenced.

"Services Environment" means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.

"Taxes" means any sales, use, value added tax, goods and service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable on Services rendered under this Agreement, other than tax based on TCS's income.

"TCS Application System" means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2**, which TCS will either host on its Services Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.

"TCS Link" means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.

"Use Terms" means the terms and conditions applicable for use of the respective items of TCS Application System as mentioned in **Schedule 3** of this Agreement.

SCHEDULE 1
CONTRACT DETAILS

<u>Customer Name and details of its constitution</u>	<u>Registered office address</u>	<u>Details of Contact person</u>
		Name- Designation- Contact No- Email Id-

<u>Contract Term</u>	<u>Effective Date</u>
years from the Effective Date	

SCHEDULE 2

I. TCS Application Systems:

- Application Management
- Allocation Management
- Item Management
- In-Center Assessment
- Result Management
- Merit List
- Objection Management
- Help desk – (email / sms / voice support)

II. SCOPE OF SERVICES:

Following are the modules and features available in TCS Application Systems and TCS shall provide the same.

Application Management	
1. <u>Apply Applicant Data Online</u>	
Process	Various means to update online Applicant data
	Applicant applies online using digitized form available on official website
	Applicant data uploaded through standard template by Administrator
	Ability to Configure fields required to be captured
	Ability to Configure required validations
	Ability to upload digital copy of photograph
	Ability to upload digital copy of signature
	Ability to integrate Payment Gateway
	Ability to configure "Success" page after form submission
	Ability to generate login ID and password for the applicant
	Ability to send Email notification to the applicant for successful submission of application
	Ability to download all the Applicants data
	Ability to upload applicant data in standard template
	Ability to Disable application form
	Ability to take print out of the filled application

Allocation Management	
1. <u>Center Management and Scheduling</u>	
Process	Register test centers & schedule Assessments
	Register various test centers with contact details
	Verify Test Center infrastructure readiness using LANscaping Process
	Configure the Assessment
	Map test centers with the Assessment

Features	Ability to register test center
	Ability to configure new Assessment along with schedule
	Ability to map the test centers and assessment
	Ability to define slots on each day for the Assessment (configurable)
Item Management	
1	Manage Question- Content Authoring Engine
Process	Prepare Questions, Answer Options and Answer Keys to be deployed for the Assessment
	Prepare specified Question types for the Assessment
	Configure approved Assessment parameters in Content Authoring Engine.
Features	Ability to Create of Question Set
	Ability to configure Question paper attributes
	Ability to define Question-level or Paper-level Marks (including negative marks)
	Ability to define scrutiny criteria
	Ability to Authorize access to question and question paper
	Ability to store question paper in 256 bit encryption
	Ability to set difficulty level
	Ability to upload the question bank in the Excel format
	Ability to seal the questions/question papers post which no changes can be made.
2	Admit Card Management
Process	Allocate test cities based on the availability of the candidate's preference of city opted in the online Application Form
	Allow eligible candidates to download and print the Admit Card from the assigned website, using their credentials
Features	Ability to generate Admit Card
	Ability to configure instructions for Candidates
	Ability to configure scannable Barcode on Admit Card
	Ability to design tamper-proof document with Security layering
In Center Assessment	
	Environment Check at Test Centers - LANS-aping
Process	Check environment parameters at individual test centers
	Check recommended infrastructure and software environment availability at test centers
Features	Ability to scan all Systems in Test Center
	Ability to check Browser compatibility
	Ability to check OS compatibility
	Ability to check on the number of available machines for the assessment with the required configurations

	Ability to complete Network check and configuration
	Ability to certify of the nodes eligible for conducting the assessment
2	Test Server Readiness
Process	Check readiness for the test center to conduct the assessment
	Check download of Question Paper
	Check availability of the required internet bandwidth and connectivity
	Download Candidate list
Features	Ability to deploy Standard operating environment, white listing and time hardening of servers
	Ability to download the question paper
	Ability to deploy 256-bit encryption for question paper Bundle
	Ability to trace Requestor for the Assessment Drive including question paper from test center
	Ability to download Drive including tagged Question Paper on the server
	Ability to download the candidate list allotted for a test center
	Ability to assign unique Credential for each candidate
	Ability to configure Backup server for scheduled backup from primary server at each test center
	Ability to deploy 128-bit AES, cryptographic hash function, RSA Encrypted data transfer
3	Candidate Registration and validation at the test center
Process	Identify and validate Candidates at the test center
	Check and confirm Admit Card validity & Candidate ID proof through Barcode scanning of Admit Card (with Barcode)
	Capture candidate's image at the time of entry at the test centre during Registration
	Scan candidate's iris at the time of entry at the test centre during Registration
	Compare captured Candidate image during Exam Day Registration with the candidate's image submitted during application using facial comparison framework at Registration Desk
	System-assign Exam Lab and Seat to Candidate
	Take photographs of Candidate at intervals and compare with photograph taken during Candidate Registration
	Compare candidate's iris scan captured during Registration with iris scan captured during exit.
Features	Ability to compare the candidate's registration image with application image.
	Ability to validate hall tickets brought by the Candidate
	Ability to allocate randomly assigned seat to the candidate
	Ability to compare Candidate photograph during course of Exam
	Ability to scan candidate's iris during registration
	Ability to compare candidate's iris captured during registration with iris captured during exit.
4	Assessment Delivery and Monitoring
Process	Candidate logs into the system using the login credentials available with them

	Candidate attempts the assessment
	Local administrator monitors Node during the Assessment
	CCTV captures Footage of candidate while taking Assessment at the test center,
Features	Ability to assign Role-based access
	Ability to deploy User level authentication
	Ability to shuffle questions and options for each candidate.
	Ability to display single question per screen
	Ability to allow Question navigation
	Ability to display different color coding for attempted, not attempted, mark for review
	Ability to navigate through groups and sections
	Ability for monitoring log on the server for every candidate with his/her IP
	Ability to provide complete traceability of any single candidate's node
	Ability, in case of machine, power or network failure, for software to retrieve candidates attempted questions and its responses entered by the candidate fully.
	Ability to display of candidate photo on Registration desk and Candidate Consoles
	Ability to restart an Assessment
	Ability to display the paragraph to be reproduced by the candidates
	Ability to play the audio of passage to be noted by candidates for Stenography Test
	Ability for candidate to type in restricted / unrestricted mode
	Ability to highlight word being typed
	Ability to display keystroke, total words, typed words, pending words, error and backspace count
	Ability to display time taken to complete the assessment
	Ability to display time taken to complete the assessment
Process	Candidate raises objection against Answer Keys and/or Questions
Features	Ability to provide capability to upload documents, testimonials or texts from books or any other trusted source as evidence / proof of claim for error in Question or Answer key.

Result Management	
	Result
Process	System-generate Candidate responses to the Questions
	Generation of result and merit list based on the rules provided
Features	Ability to share results in highly secured & encrypted format using RSA implementation
	Ability to share candidate responses, scores, audit trails
	Ability to share the following system generated reports: Absentee Report, Data Report, Response Report, Score Report, Section Report.
	Ability to provide support with relevant artefacts to address Candidate and Customer

	queries on candidate during Assessment
	Generate score results for speed and accuracy of typing / stenography test

Merit List Generator	
Process	Gather Merit list requirement from Customer
	Configure and Generate Merit list
	Share Merit list with Customer
Features	Ability to Normalize Candidate scores
	Ability to generate Merit List based on agreed requirements

Helpdesk (Email and SMS) with 9x6 support	
Process	Communication of important or urgent Assessment-related information to candidates by SMS/Emails and Voice Support
Features	Ability to send bulk SMS
	Ability to send bulk Emails,
	Ability to provide voice support to candidates

- a) Phase I : Iris Scan activity on Day on Assessment - Candidate's Iris Scan Capture at Exam Hall Entry and Verification of captured Iris image of same Candidate during end of Assessment. Exit from Exam Hall (with a gap of 2 hours)

- The ratio for Iris Scanner to Candidate Ratio 1:50

- b) Phase II : Iris Scan Re-Verification for all post-Exam day activities – Candidate Interview, Candidate Group Discussion and other Employee Joining activities.

Customer Scope:

1. Venue Allocation: - TCS shall submit list of exam venues based on the cities wherein Customer wants to schedule the examination. Customer shall select the venues from the list of venues submitted by TCS. TCS shall further allocate Candidates to the venues selected by the Customer.
- 2.
- 3.

Candidate Scope:

1. -
- 2.
- 3.

Customer can access the TCS iON Help Central for detailed information related to Services, security, data privacy, incident management, and business continuity. The TCS iON Help Central link is:

<https://www.tcsion.com/dotcom/iONHelp/>

III. Authorized Users:

Individuals registered with the Customer as candidates for the relevant examination, who has been duly designated and authorized by the Customer to use TCS Application System

Personnel working for and on behalf of Customer, who has been duly designated and authorized by the Customer to use TCS Application System.

IV. Reporting Incidents

Customer can report incidents via email as well as other agreed channels of communication. Special email ids, created to report critical incidents, are as follows:

Sr. No.	Description	TCS Point of Contact
1	Services related issues	ion.servicedesk@tcs.com
2	Security breach incidents	tcsion.incidentmanager@tcs.com
3	Privacy breach incidents	tcsion.incidentmanager@tcs.com
4	Intellectual Property Right breach incidents	tcsion.incidentmanager@tcs.com

Changes in the TCS Point of Contact, shall be communicated to the Customer via email.

V. Target Environment

1. Services Environment

a) Hosting Environment :

TCS will perform all necessary maintenance and support the operation of the Hosting Environment and the TCS Application System and to provide the Services in accordance with the agreed service levels. TCS will promptly investigate and will make all commercially reasonable efforts to remedy any failure of the Services, Hosting Environment, TCS Application System and/or the TCS Link (defined hereinafter) to operate in good working order in accordance with the provisions of the Agreement

b) TCS Link and/or LISP Link:

TCS and LISP will provide the appropriate Network and LAN capability at each center to conduct TCS Online Assessment

c) TCS and/or LISP Equipment:

TCS and LISP will provide the following hardware and software tools at each center to run TCS Application System

Item	Description
Desktop	Dual Core/Core 2 Duo, 1GB RAM, 250 GB SATA HDD, 15"/17" display, iLEON / Netboot Compatible, PXE Compatible NIC, standard keyboard and mouse.
Antivirus	Stand-alone antivirus agent
Remote Management Agent	Agent
Server	Laptop

The desktop system will be configured with the following:

- An antivirus agent (included in the BOM) for virus protection. This antivirus agent will be managed from TCS Data Center for regular definition file updates, etc.
- For international locations a remote management agent (Included in the BOM) will be used for remote application and Operating System management from TCS DataCenter. Apart from the regular management tasks, the agent will also assist an end-user for getting online remote assistance from TCS as applicable.
- All consumables required for running the system are out of scope
- The desktop system will be deployed with a TCS recommended Standard Operating Environment (SOE) primarily consisting of recommended hardening policies for the Windows Operating System along with a set of system software. Such SOE typically imposes certain restrictions to a normal desktop user at the system level
- A Laptop will be used as a Server and will be deployed with a TCS recommended Standard Operating Environment (SOE) primarily consisting of recommended hardening policies for the Windows Operating System along with a set of system software. Such SOE typically imposes certain restrictions to a normal desktop user at the system level

2. Computing Environment

TCS recommends the following as minimum configuration to be able to run the TCS Application

- **Desktop** system with 1 nos. of Intel processor – Dual Core/Core 2 Duo.
- Minimum 2GB RAM, 250 GB SATA HDD, 15"/17" display, iLEON/Netboot Compatible PXE Compactible NIC, standard keyboard and mouse
- **Server (Laptop)** with 1 nos. of Intel processor – Intel i5 and above with minimum clock speed of 2.2Ghz
- Freshly formatted Windows 10, 64-bit OS or iLEON Server edition
- Minimum 8 GB RAM
- Standard keyboard and mouse
- The supported browsers are Internet Explorer (IE) 9.0 or above and Mozilla Firefox as a Backup Browser

The network bandwidth sizing at customer site for accessing the TCS Application system is expected to be 2Mbps. The customer confirms that an existing Internet line at the site will be used.

3. Customer Environment - Nil

4. Disruption Management:

- i. In the event of any unforeseen disruption(s) adversely impacting the smooth conduct of a Assessment, Customer agrees to provide physical security to TCS personnel at the concerned LISP

- ii. In the event of LISP network disruption, if a Candidate has begun their Assessment, then they will have to wait till the network is resolved. For those Candidates who are yet to begin their Assessment, they will be either allotted a new seat at the same centre or moved to a nearby centre.
- iii. In the event a claim has been raised by any LISP on TCS for candidate's misconduct at the LISP center, TCS will raise a counter claim on the Customer

5. Customer Data Handling:

- I. Customer data entered/uploaded in application shall be stored in TCS Data centers in India.
- II. Data exchange between TCS and Customer shall be encrypted.
- III. Customer allows TCS to access and use Customer Data to improve and enhance Services provided to Customer as well as to debug issues and problems reported by Customer.
- IV. Physical documents containing Personal Data stored by TCS will be due for destruction latest by 6 months from Exam or on earlier date as mutually agreed by Parties.
- V. On contract expiry, or contract termination, or non-renewal of this contract, or any break in Services provided by TCS to Customer, all Customer Data including Personal Data would be due for deletion. In essence, Customer Data may be retained only as long as Services continue under a valid contract. In case of such a break in Services, Personal Data too would be due for deletion irrespective of its purpose being served or otherwise. TCS would provide to the Customer thirty (30) days from a break in Services during the contract term itself, to enable the Customer to download their data using data export, reports, and data download features available in TCS Application Systems after thirty (30) days Customer Data would be due for deletion.
- VI. Periodic backups of the complete production environment, including Customer data, would be retained for at least one year from the date of such an aggregated production backup, after which the backup as a whole would be due for deletion. Such backups would be stored separately from data in production environment and would always be retained for this duration irrespective of any break in Services to the Customer. In essence, the parties agree that it is technically infeasible to delete Customer data from past backups, even when Customer data is deleted from the production environment.
- VII. Close-Circuit Television (CCTV) images, videos and footage captured during conduct of assessment will be delivered to Customer within 45 days from date of completion of conduct of Assessment and will not be retained by TCS.
- VIII. TCS would adopt any technically efficient, safe, and practical means to destruct Physical documents, and to delete digital data such as Customer Data, Personal Data, data backups, and CCTV footage. Destruction of physical documents or deletion of digital data will be carefully scheduled, within a reasonable time of its due date.

SCHEDULE 3

USE TERMS for TCS Application System (TCS proprietary)

These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective _____ ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:

"**Target Environment**" shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. "**Services Environment**" has the meaning ascribed to it in the Agreement. "**Customer Environment**" has the meaning ascribed to it in the Agreement. "**Use**" means using and/or accessing the TCS Application System by the Authorized Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights.

(i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The foregoing does not (a) authorize installation of the TCS Application System other than in Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users.

(ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation.

2.3 Restrictions on Copying. Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

2.4 Trademarks. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof.

2.5 Breach. Should the TCS Application System be used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

3. OWNERSHIP AND PROPRIETARY RIGHTS

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

<p>(“Customer”)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Tata Consultancy Services Ltd. (“TCS”)</p> <p>By: _____</p> <p>Name: <u>Venguswamy Ramaswamy</u></p> <p>Title: <u>Global Head – TCS iON</u></p> <p>Date: _____</p>
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SCHEDULE 4
FEES FOR SERVICES

Solution	Price per candidate per session
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- Charges are exclusive of all taxes and duties, as applicable
- Customer shall pay 90% of the Invoice amount prior to the Assessment based on the approximate number of candidates to cover the pre-examination activities like LISP identification, Admission, Registration processes etc. The remaining 10% shall be paid post completion of Assessment.
- Invoicing will be based on number of Registered Candidates as per the report from the TCS test center management system or for _____ candidates whichever is higher.
- Minimum candidate count per centre shall be 75 candidate or actual number of candidates registered per centre per shift, whichever is higher.
- The Customer will make the payment within 30 days from the date of Invoice.

SCHEDULE 5
CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables but no such change shall be effective and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and signed by both parties.

If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels under the Schedule 2.

On Customer's written approval of the change order document submitted by TCS the parties shall sign the Change Control Document whereupon the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed to have been amended by the change order.

No change to any Scope of Services shall be binding on the Parties unless the Change Control Document has been signed by authorized representatives of each party.

Annexure A to Schedule 5

Change Request
No.: _____

Date Initiated: _____

Initiated by: _____

The following changes to the schedules to the Agreement for Services dated _____ between TCS and _____ are hereby approved.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 2
- b) Schedule 4

Approved
Tata Consultancy Services Limited

Authorized Signatory Date

Customer

Authorized Signatory

Date

परिशिष्ट - ब

टि.सी.एस.-आय.ओ.एन (टाटा कन्सल्टन्सी सर्विसेस लिमिटेड) कंपनीचा संपर्क तपशिल

सेवा तपशिल	संपर्क क्रमांक	संपर्क ई मेल	संपर्क पत्ता
Regional Sales Head	9321840200	dipankar.1@tcs.com	टि.सी.एस.ऑलम्पस ए , ९ वा मजला , रोडास एनक्लेव्ह,पार्क लेन , हिरानंदानी इस्टेट , ठाणे (पश्चिम), ठाणे , महाराष्ट्र ४००६०७.